



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

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**Meeting Date:** June 27, 2007

**Item Number:** 8.D.19.

**Subject:**

Initiation of a Conditional Use Planned Development Application for Midlothian High School for a Computer Controlled Variable Message Electronic Sign

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

**Board Action Requested:**

Initiate a Conditional Use Planned Development for Tax ID 726-6792 to permit a computer controlled variable message electronic sign; waive the disclosure requirements; and appoint Kirkland A. Turner, Director of Planning, as the Board's Agent.

**Summary of Information:**

The Honorable Mr. Sowder has requested that the Board initiate a zoning application for Midlothian High School to allow replacement of the existing identification sign with a computer controlled variable message electronic sign.

**Preparer:** Kirkland A. Turner

**Title:** Director of Planning

**Attachments:**

☐

Yes

☒

No

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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** June 27, 2007

**Item Number:** 16.I.

**Subject:**

Public Hearing to Consider Adoption of an Ordinance Creating the Powhite Parkway Extension West Service District for Road Construction Improvements to Serve Magnolia Green

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*[Signature]*

**Board Action Requested:**

The Board is requested to cancel the public hearing to consider creating the Powhite Parkway Extension West Service District and to schedule a public hearing for August 22, 2007 to consider an ordinance to create the Lower Magnolia Green Community Development Authority.

**Summary of Information:**

In February, the Board scheduled a public hearing to consider creating a transportation service district that encompasses the proposed Magnolia Green development (see attached map). The matter has been deferred to this date to analyze an alternative approach of using a Community Development Authority (CDA) to fund local road improvements. The landowner has now submitted a petition requesting that the Board create a CDA to fund road improvements to serve the development and surrounding area.

The petitioning landowner is the owner of the Lower Magnolia Green property, and the district covered by the CDA would include only the Lower Magnolia Green property (see the map of the District, which is attached to the

Preparer: Steven L. Micas

Title: County Attorney

0505:75531.2(74452.1)

**Attachments:**



Yes



No

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Petition). The advantage of a CDA, when compared to a service district, is that the road improvements can be constructed immediately, in advance of available public funds, paid for with bonds, and the bonds are repaid through assessments on the property contained within the CDA.

The petitioning landowner proposes to use the CDA to construct \$25,000,000 worth of road improvements to Otterdale Road, Woolridge Road and Route 360. The improvements would widen Otterdale Road from two lanes to four lanes for a distance of approximately 1.18 miles, from its intersection with Hull Street Road to its intersection with Woolridge Road, and would also widen Woolridge Road from two lanes to four lanes for a distance of approximately 2.73 miles, from its intersection with Otterdale Road up to, but not including, the western terminus of the causeway over Swift Creek Reservoir. Both of the newly widened roads would also include median strips and turn lanes, and the improvements to be completed by the CDA would also include stormwater management basins and landscaping. The County would be responsible for acquiring the right of way for these road improvements. The CDA would also construct up to \$2.1 million dollars of road improvements to widen Hull Street Road in an area that is generally adjacent to the Lower Magnolia Green development, construct improvements to Woolridge Road at the entrance to the Lower Magnolia Green development, and install a traffic light, when needed, at the intersection of Hull Street Road and the new road where the entrance to Lower Magnolia Green will be located.

In order to create the CDA, the Board must hold a public hearing and adopt an ordinance, a draft of which is attached. If the Board creates the CDA, the Board will then appoint five members to serve as the CDA's board of directors.

0505:75531.2(74452.1)

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY OF CHESTERFIELD, 1997,  
AS AMENDED, BY ADDING CHAPTER 9, ARTICLE XVII, SECTIONS 9-240, 9-241,  
9-242, 9-243, 9-244, 9-245, 9-246, 9-247, 9-248 AND 9-249 CREATING THE  
LOWER MAGNOLIA GREEN COMMUNITY DEVELOPMENT AUTHORITY

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

WHEREAS, the Board of Supervisors of Chesterfield County, Virginia (the "Board") has received a petition (the "Petition") from Magnolia Green Development, LLC (the "Landowner") for the creation of the Lower Magnolia Green Community Development Authority (the "CDA"), and the Landowner has represented that it owns all of the land within the proposed CDA district; and

WHEREAS, a public hearing has been held on \_\_\_\_\_, 2007 by the Board on the enactment of this Ordinance and notice has been duly provided as set forth in Section 15.2-1427 of the Code of Virginia of 1950, as amended, and Sections 15.2-5104 and 15.2-5156 of the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Code of Virginia of 1950, as amended (the "Act"); and

WHEREAS, the Board proposes to create the CDA in order to provide the infrastructure improvements described in the Petition; and

WHEREAS, the creation of the CDA to assist in financing the infrastructure improvements described in the Petition in connection with the proposed development within the CDA district will benefit the citizens of Chesterfield County, Virginia (the "County") by providing needed infrastructure improvements to serve the land within the proposed CDA District and the surrounding area and by promoting increased employment opportunities, a strengthened economic base, increased tax revenues and additional residential, commercial, office and recreational opportunities, and will meet the increased demands placed upon the County as a result of development within the CDA district; and

WHEREAS, the Landowner has waived in writing its right to withdraw its signature from the Petition in accordance with Section 15.2-5156 of the Act.

*(1) NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF CHESTERFIELD COUNTY, VIRGINIA, that Sections 9-240 through 9-249 of the Code of the County of Chesterfield, 1997, as amended, are hereby enacted as follows:*

Section 9-240. Creation of Authority. The Lower Magnolia Green Community Development Authority (the "CDA") is hereby created as a political subdivision in accordance with the applicable provisions of the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Code of Virginia of 1950, as amended (the "Act"). The CDA shall have the powers set forth in the Act.

Section 9-241. Boundaries of CDA. The CDA boundaries shall initially include the property identified in Exhibit A, as attached to this Ordinance and presented to the Board upon

the creation of the CDA. In accordance with Section 15.2-5157 of the Act, a copy of this Ordinance shall be recorded in the land records of the Circuit Court of Chesterfield County for each tax map parcel in the CDA district and the CDA district shall be noted on the land records of the County. The Board, upon the request of the CDA or the Landowner or its successors in interest, may, by adopting an amendment to this Ordinance, release or exclude from the CDA district (i) at any time before the issuance of the CDA's bonds (the "Bonds"), land containing no more than 270 acres to be used for construction of the proposed golf course as shown generally on the Conceptual Plan dated February 1, 2007, prepared by Timmons Group, entitled "Lower Magnolia Green Conceptual Plan", a copy of which is attached hereto as Exhibit B as a part hereof (the "Conceptual Plan") and/or other areas designated by the CDA or the Landowner or its successors in interest, not to exceed a total of fifty-five (55) acres and (ii) at any time after the issuance of the Bonds, additional portions of the land within the CDA district as long as only *de minimis* portions of land not to exceed twenty-five (25) acres are released from the CDA district. Except for the proposed golf course, changes in the CDA boundaries pursuant to this Section shall not be made unless the CDA, the Landowner or its successors in interest has provided the County with evidence from an appropriate economic and financial consultant that such proposed reduction in the size of the CDA will have a minimal impact on the amount of the assessment necessary to amortize the anticipated Bond indebtedness.

Section 9-242. Facilities and Services. The CDA is created for the purpose of exercising the powers set forth in the Act, including financing, designing and constructing, certain infrastructure improvements, as more particularly described in Exhibit B attached hereto as a part hereof (the "Improvements") in connection with the development of a mixed-use project consisting of residential, commercial and office components, with recreation facilities and other amenities (the "Project"). The CDA shall have all the powers provided by the Act. The CDA shall not provide services which are provided by, or obligated to be provided by, any authority already in existence pursuant to the Act unless such authority provides the certification required by Section 15.2-5155 of the Act.

Section 9-243. Articles of Incorporation. Attached hereto as Exhibit C, and presented to the Board at the time of the adoption of this Ordinance, are the proposed Articles of Incorporation of the CDA. The County Administrator is authorized and directed to execute and file such Articles of Incorporation on behalf of the Board with the State Corporation Commission in substantially the form attached as Exhibit C, with such changes, including insubstantial changes to the boundary description of the CDA district described therein, as the County Administrator may approve. The County Administrator is authorized to approve such changes or corrections to the Articles of Incorporation prior to filing with the State Corporation Commission as do not change the purpose or function of the CDA as set forth in this Ordinance and in the Petition.

Section 9-244. Capital Cost Estimates. The Board hereby finds, in accordance with Section 15.2-5103(B) of the Act, that it is impracticable to include capital cost estimates, project proposals and project service rates, except as preliminarily summarized in the Petition.

Section 9-245. Membership of the CDA Board.

- (a) The powers of the CDA shall be exercised by an authority board consisting of five members.
- (b) All members of the CDA board shall be appointed by the Board by resolution in accordance with the provisions of Section 15.2-5113 of the Act.
- (c) The initial members of the CDA board shall be as set forth in the Articles of Incorporation for the terms set forth therein.
- (d) Each CDA board member shall receive such compensation from the CDA for his or her services as a CDA board member as may be authorized from time to time by resolution of the CDA board; *provided* that no CDA board member shall receive compensation in excess of \$300 per meeting attended unless authorized by resolution of the Board.

Section 9-246. Plan of Finance; Issuance of Bonds.

- (a) The improvements, services and operations to be undertaken by the CDA, as described herein and in the Petition, shall be funded from all or some of the following sources: (i) the Bonds to be issued by the CDA and (ii) special assessments to be levied pursuant to Section 15.2-5158A5 of the Act as more particularly described in the Petition and in a Special Assessment Agreement to be entered into by the CDA, the County and the Landowner or its successors in interest. Portions of the Lower Magnolia Green Property which are dedicated for public purposes or which are conveyed to an owners association as open space or common areas shall not be subject to assessment.
- (b) Upon the enactment of this Ordinance, the CDA will engage a professional administrator to prepare, with the assistance of the County, an assessment roll for all parcels of land within the CDA district. Such administrator will annually prepare a report which details the amount of the special assessment owed by the owner of each parcel of land within the CDA district.
- (c) The Bonds to be issued by the CDA may be tax-exempt or taxable and will not exceed a maximum aggregate principal amount of \$35,000,000. The Bonds shall be issued as soon as can practically be achieved (anticipated to be during the first quarter of 2008) and the proceeds from the sale of the Bonds will be used to pay the costs of the Improvements as described herein and in the Petition, the costs of issuing the Bonds and funding any required reserves, and paying capitalized interest on the Bonds for a period of up to thirty-six (36) months after the issuance of the Bonds. If there are any proceeds from the sale of the Bonds remaining after the payment of these costs, such excess proceeds shall be used to prepay a portion of the Bonds. If the proceeds from the sale of the Bonds are insufficient to pay these costs, the Landowner shall be solely responsible for paying any deficiency, subject to the limitation contained in Exhibit B to this Ordinance.
- (d) If the CDA encounters problems in issuing the Bonds due to adverse market conditions, the CDA shall give notice to the Petitioner and provide the Petitioner with an opportunity to assist in issuance of the Bonds.

(e) Any bonds issued by the CDA or any other financing arrangements entered into by the CDA will be debt of the CDA, will not be a debt or other obligation of the County and will not constitute a pledge of the faith and credit of the County.

Section 9-247. Recordation of Ordinance. In accordance with Section 15.2-5157 of the Act, the Board hereby directs the Clerk of the Circuit Court of the County to record an abstract of this Ordinance in its land records for each tax map parcel included in the CDA district and to note the existence of the CDA district on the land records of the County. Additionally, all subdivision plats on property located within the CDA shall contain a note referencing this ordinance.

Section 9-248. Compliance with Representation of Petition. The promises contained in the Petition having provided the inducement for the Board to create the CDA, compliance by the Landowner with those promises is essential to the orderly development of the land contained in the CDA. Accordingly, the failure of the Landowner or its successors in interest to perform any of the obligations or comply with any of the promises of the Petition, including the Exhibits to the Petition, shall constitute a violation of County ordinance and until bonds have been issued pursuant to Section 9-246 of this ordinance, no building permits, other than the first 1,379 residential permits, shall be issued for any property located in the CDA while any such violation of this ordinance continues. This provision shall not apply to permits for Phase I of the Conceptual Plan for Lower Magnolia Green.

Section 9-249. Conditions. In satisfaction of the requirements of Paragraph 4 of the Petition, the Board, by its adoption of this Ordinance, confirms the matters set forth in Exhibit D attached hereto as a part hereof.

*(2). This Ordinance shall take effect immediately.*

The undersigned Clerk of the Board of Supervisors of Chesterfield County, Virginia, certifies that the foregoing constitutes a true, complete and correct copy of an Ordinance enacted at a regular meeting of the Board of Supervisors of the County of Chesterfield, Virginia, held on \_\_\_\_\_, 2007.

\_\_\_\_\_  
Clerk, Board of Supervisors,  
Chesterfield County, Virginia

Exhibits:

- A - Initial CDA District Boundaries
- B - Description of the Improvements
- C - Proposed Articles of Incorporation



Exhibit A

LEGAL DESCRIPTION

All those certain parcels of land lying and being in Chesterfield County, Virginia, and being known, numbered and designated as Parcel "A", 1664.283 +/- acres, Parcel "B", 122.976 acres and Parcel "C", 109.331 acres and as shown on that certain plat of survey entitled "ALTA/ACSM LAND TITLE SURVEY SHOWING 1896.590 +/- ACRES OF LAND LYING NORTH OF HULL STREET ROAD, U.S. ROUTE 360", dated March 10, 2006 by Timmons Group, which plat of survey is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Plat Book 164, pages 87 through 94.

BEING the same property conveyed to Magnolia Green Development, LLC by deed from Salvatore J. Cangiano, dated March 16, 2006, recorded March 17, 2006 in Deed Book 7007, page 1800.

<u>Tax Map Parcel Number</u>	<u>Owner</u>	<u>Acreage</u>
703-667-2227	Magnolia Green Development, LLC	1664.283
703-667-2274	Magnolia Green Development, LLC	122.976
698-669-6309	Magnolia Green Development, LLC	109.331

## Exhibit B

### DESCRIPTION OF THE IMPROVEMENTS

#### Primary Improvements

The realignment, reconstruction and widening, including required utility relocations, engineering design and related consulting services, of Otterdale Road from its intersection with Hull Street Road (Route 360) to its intersection with Woolridge Road, approximately 1.18 miles and Woolridge Road from its intersection with Otterdale Road up to the western terminus of, but not including, the existing causeway crossing the Swift Creek Reservoir, approximately 2.73 miles, as further shown on the map attached hereto as Exhibit C-1 (the "Primary Improvements"). These portions of Otterdale and Woolridge Roads will be expanded to four lanes as median divided roadways, with turn lanes, substantially in accordance with the design specifications shown on the plan dated March 22, 2007, prepared by Timmons Group, entitled "Woolridge Road Typical Sections, a copy of which is attached hereto as Exhibit C-2 as a part hereof (subject to modifications mutually agreed upon by the County, the Petitioner and the CDA), and shall include construction of required stormwater management basins. Landscaping shall include seeding of grass within the median and areas disturbed by construction activities and such other reasonable landscaping requested by the County up to \$350,000, if sufficient bond proceeds are available. No sidewalks or bike lanes shall be installed and utility work shall be limited to relocation of existing facilities. \$25,000,000 of the proceeds of the bonds will be allocated to the costs of the Primary Improvements. In addition, any remaining proceeds after payment of all other costs of the CDA, including construction of the Additional Improvements (as described herein) to the extent of the proceeds allocated thereto, shall be available for payment of the costs of the Primary Improvements.

The County will be responsible, at no cost to the Petitioner or the CDA, for (i) obtaining all rights of way and easements required for construction of the Primary Improvements, including required utility relocations and required stormwater management basins which may include off-site basins and basins designed to accept stormwater run-off from property in the watershed but not included in the CDA, (ii) obtaining all permits required from VDOT for the Primary Improvements, including providing any bonds required in connection with such permits, (iii) all wetlands permitting and mitigation requirements for the Primary Improvements from the U.S. Army Corps of Engineers and the Virginia Department of Environmental Quality, including providing any required bonds, and (iv) payment or waiver of all County fees relating to the approval of all plans relating to the Primary Improvements. The Petitioner will be responsible for providing plans, satisfactory to the County, for the necessary right of way acquisition and construction both of the Primary Improvements and the Additional Improvements. The plans shall include, but not be limited to, utility relocation plans, storm water management basins, wetland delineation and mitigation and all other customary right of way acquisition and construction plan requirements. The plans will be provided to the County in a time frame acceptable to the County. The Petitioner shall also provide any re-design of the plans required by any governmental entity, including the County, provided that the County shall complete its review of each set of plans and make any

comments regarding redesign within thirty (30) days after the plans are submitted to the County and shall use diligent efforts to cause VDOT to do the same.

The County shall have eighteen (18) months from the time it receives from the Petitioner plans sufficient for the acquisition of right of way for the Primary Improvements in a form that can be approved by VDOT (approximately 80% complete) in which to acquire the right of way and easements and obtain the permits (the "Right of Way Acquisition Period"). The 18-month period shall begin to run from the date when the County's Director of Transportation certifies that he has received plans which are in approvable form. If the County has not obtained the easements, rights of way and permits within the Right of Way Acquisition Period, the County will be responsible for payment of all costs relating to the Improvements in excess of that portion of the bonds allocated to the Primary Improvements or otherwise available to pay the costs of the Primary Improvements or, if the County is unable or unwilling to pay such costs, the Improvements will be modified, as directed by the County, as necessary to limit the costs to be paid by the CDA for the Improvements to such amounts.

Generally contemporaneous with the construction of the Primary Improvements and subject to appropriation by the Board of Supervisors, the County, at no cost to the Petitioner or the CDA, shall construct an extension of Woolridge Road from the terminus of the Primary Improvements across the Swift Creek Reservoir to Genito Road as a four lane roadway.

In order to maximize the benefits of the CDA to the County, the CDA will agree that any portion of the Primary Improvements which are to be constructed by others pursuant to zoning conditions or other commitments to the County may be excluded from the Primary Improvements to be constructed by the CDA at any time within nine (9) months after establishment of the CDA provided that the County agrees to cause the construction of such excluded Primary Improvements to be completed by the date projected for completion of the Primary Improvements by the CDA. In such event, the CDA shall pay to the County the net savings from elimination of such portion of the Primary Improvements which funds shall be used by the County for the extension of Woolridge Road across the Swift Creek Reservoir to Genito Road or for the costs incurred by the County relating to the rights of way and approvals to be obtained by the County for the Primary Improvements.

#### Additional Improvements

The CDA shall also construct additional improvements (the "Additional Improvements") consisting of (i) improvements to Woolridge Road from approximately station 10+00 to station 12+00 at the Woolridge Road entrance to Magnolia Green in accordance with the plans dated September 14, 2001, last revised July 31, 2006, prepared by Timmons Group, entitled "Woolridge Road Extension To Magnolia Green" (ii) improvements to Route 360 consisting of an additional lane of pavement along the west bound lanes of Route 360 and intersection improvements at the Chain Tree Parkway entrance to Magnolia Green from approximately station 10+40 to station 12+50, all in accordance with the plans dated December 3, 2003, last revised April 20, 2007, prepared by Timmons Group, entitled "Weeping Willow Drive & Chain Tree Parkway", (iii) improvements to Route 360 consisting of an additional lane of pavement along the west bound lanes of Route 360 in an area beginning at the western

terminus of the lane identified in (ii) and extending approximately one thousand feet west of Site Road D identified in the zoning of the Magnolia Green property, the exact location of such improvements to be mutually agreed upon by the County and landowner, (iv) improvements to Route 360 consisting of improvements at the intersection of Route 360 and Site Road D identified in the zoning of the Magnolia Green property (not to exceed 200 linear feet from the Route 360 right of way), the exact location of such improvements to be mutually agreed upon by the County and landowner, and (v) a traffic signal at the intersection of Hull Street Road and the Chain Tree Parkway entrance to Magnolia Green (across from Baldwin Creek Road) if warranted (estimated cost \$200,000). A maximum of \$2,100,000.00 of the proceeds of the bonds will be allocated to the costs of the Additional Improvements and the Landowner will be responsible for payment of any additional costs of such Additional Improvements.

#### General

All work to be performed by the CDA and the County is to be performed as soon as practical in accordance to a schedule to be agreed upon by the CDA and the County and diligently pursued to completion. The Petitioner acknowledges that construction of the traffic signal described as Additional Improvement number (iii) cannot take place until VDOT has approved placement of a traffic signal at that location based upon VDOT standards for the placement of traffic signalization.

Exhibit C

PROPOSED ARTICLES OF INCORPORATION

Exhibit D

MATTERS CONFIRMED BY ADOPTION OF ORDINANCE

1. The Improvements shall be deemed to be in-kind contributions pursuant to the zoning conditions applicable to the Lower Magnolia Green Property, the cost of which will be applied to the \$1,600 per residential lot cash proffer for road improvements as provided in the zoning conditions.
  2. The Improvements shall be accepted by the County in satisfaction of all requirements, if any, applicable to the Lower Magnolia Green Property relating to the construction of (i) any portion of the extension of the Powhite Parkway and (ii) any off site improvements other than those improvements specifically described in Section 3C(4) of the 1991 Textual Statement approved by the County in connection with the rezoning of the Lower Magnolia Green Property in 1991.
  3. The Department of Transportation has concluded that no further traffic studies will be required in connection with the development of the Lower Magnolia Green Property. Accordingly, no reduction in densities will be permitted or required under the zoning conditions within the Lower Magnolia Green Property as a result of traffic conditions.
  4. Subject to the condition set forth in the letter dated June \_\_, 2007 from the County's Director of Planning regarding subdivision and zoning requirements applicable to the Lower Magnolia Green Property, the development of the Lower Magnolia Green Property and the application of conditions of zoning applicable to the Lower Magnolia Green Property will not require any information from or action by (joint or otherwise) the owner or owners of any other property.
  5. The obligations of the CDA will be independent from the obligations regarding the development of the Lower Magnolia Green Property and none of the work to be performed by the CDA will be conditions to the development of Lower Magnolia Green Property or the issuance of any approvals required for development of the Lower Magnolia Green Property.
  6. The dedication of land required from the Lower Magnolia Green Property for school, park, library and fire station/rescue squad purposes being limited to (i) an elementary school site containing approximately 22 acres at the location shown on the Conceptual Plan (with the boundaries to be adjusted and the size of the site increased if a standard elementary school consistent with the requirements described on Exhibit D-1 attached hereto cannot be accommodated within the 22 acre site), (ii) a site for a library and a fire station containing approximately 10 acres within Parcel M as shown on the Conceptual Plan, (iii) a park site containing approximately 15.8 acres within the northern portion of Parcel CA as shown on the Conceptual Plan and (iv) in the event that public transportation is available in the area prior to 2010, a site for pickup and discharge of passengers that includes parking, at a location and in a size to be agreed upon by the Landowner and the County, in accordance with paragraph 3C(7) of the 1991 Textual Statement, it being agreed that the obligation to provide a pickup/discharge site would be satisfied by the execution of an agreement with the County for the joint use of
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commercial property along Route 360 providing for park and ride parking. No later than July 1, 2014, the Landowner shall provide road access to the 15.8 acre park site by a road accepted into the state highway system for maintenance.

7. The amount paid in assessments to the CDA shall be in lieu of or credited toward, but not be in addition to, any impact fees which might be imposed by the County with respect to the Lower Magnolia Green Property.

8. The County having confirmed that it is the intent of the current Board of Supervisors that the CDA be in lieu of any service district which might otherwise be imposed on the Lower Magnolia Green property, if a service district is to be considered by the Board of Supervisors that will affect the Lower Magnolia Green Property, the County Administrator shall recommend to the Board of Supervisors that the amount paid in assessments to the CDA be credited on a pro-rata basis toward any assessment imposed pursuant to such service district.



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**Meeting Date:** June 27, 2007

**Item Number:** 8.D.14.

**Subject:**

Transfer of Funds from the Reserve for Capital Projects Fund to Parks and Recreation for Construction of Restrooms and Concession Stands at Providence, Salem and Manchester Middle Schools and Award of Three Construction Contracts for Restrooms and Concession Stands at Providence, Salem and Manchester Middle Schools

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:**

**Board Action Requested:**

The Board of Supervisors is requested to transfer \$358,000 from the Reserve for Capital Projects to the Parks and Recreation Parks Improvements account and to award construction contracts as follows: Providence and Salem Middle Schools restroom; Colony Construction, Inc., in an amount not to exceed \$265,000; Providence and Salem Middle Schools site work/utilities for restrooms and concessions; Early Sunrise Construction Company, in the amount of \$143,000, and Manchester Middle School field house renovation; Commonwealth Construction of Virginia, in the amount of \$290,000.

**Summary of Information:**

Parks and Recreation has received bids for installation of utilities, construction of prefabricated restroom buildings and purchase of food concession trailers to be located at Salem Middle School and Providence Middle School. Bids have also been received for renovation of the old restrooms and concession field house at Manchester Middle School. All of these facilities are heavily used for youth football, soccer, baseball/softball and other programs. The concession facilities proposed for

**Preparer:** Michael S. Golden

**Title:** Director, Parks and Recreation

**Attachments:**



Yes



No

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**Meeting Date: June 27, 2007**

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**Budget and Management Comments:**

This item requests that the Board of Supervisors transfer \$358,000 from the County's Reserve for Capital Projects to Parks and Recreation capital projects and award contracts to the lowest responsible bidder to enable restroom and concession projects for several sites to continue as planned.

The FY2006, FY2007, and FY2008 adopted capital improvement programs included \$100,000 each year for restroom and concession facilities at sites around the county. The Parks and Recreation staff determined that the purchase and placement of prefabricated trailers during applicable sport seasons would be the most cost effective use of funding at those sites that did not currently have a facility. The trailers could be moved and connected on site when needed and stored during off season. The cost to prepare concrete pads, install utilities to the pad sites, and purchase two prefabricated trailers is \$478,838.

Renovation of the existing structure at Manchester Middle School will be the most cost effective use of funds and is estimated to be \$290,000.

These projects will deliver promised improved facilities to the Salem, Providence, and Manchester Middle School areas and work is anticipated to be completed by fall of 2007.

The available balance in the County's reserve for capital projects is \$1,555,798; transfer of \$358,000 will leave a balance of \$1,197,798.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

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Salem and Providence Middle Schools are mobile trailers that come equipped with food preparation equipment. The trailers will be connected to the on site utilities during the sports season and stored off site in a secured compound at other times. The Manchester Middle School site with its stadium sized facilities requires larger restroom and concession facilities and renovation of the existing structure is the most economical approach at that location.

These projects and the concession trailer approach have been reviewed and well received by the Parks and Recreation Advisory Commission and the athletic associations and leagues that will operate them. The project bids are over available budgeted funding, due to construction market inflation. The bids are in line with estimated current construction market costs. Staff recommends approval.



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**Meeting Date:** June 27, 2007

**Item Number:** 8.B.5.

**Subject:**

Nomination/Appointment/Re-Appointment to the Health Center Commission

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

**Board Action Requested:**

Nomination/Appointment/Re-Appointment of Members to the Health Center Commission (HCC)

**Summary of Information:**

The Health Center Commission (the HCC) governs operation of the Lucy Corr Nursing Home. It is the chief operating and governing board for Lucy Corr Village. Deputy County Administrator Rebecca T. Dickson serves as an ex-officio member-advisor to the HCC.

Ms. Michele Stoll is proposed to serve as the Dale district representative and Mrs. Janice Dial is proposed as the Clover Hill district representative. Mr. David Beam is proposed to be re-appointed to serve as the Bermuda district representative and Ms. Margie Davis is proposed to be re-appointed as the Midlothian district representative. All terms will expire June 30, 2011. The Board members concur with these appointments. A summary of the above changes follow:

Name:	From:	To:
David Beam	(Re-appointed)	Bermuda
Janice Dial	(New)	Clover Hill
Michele Stoll	(New)	Dale
Margie Davis	(Re-appointed)	Midlothian

Preparer: Rebecca T. Dickson

Title: Deputy County Administrator

**Attachments:**

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Yes

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No

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Under the existing Rules of Procedure, appointments to boards and committees are nominated at one meeting and appointed at the subsequent meeting unless the Rules of Procedure are suspended by a unanimous vote of the Board members present. Nominees are voted on in the order in which they are nominated.



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**Meeting Date:** June 27, 2007

**Item Number:** 8.D.2.I.

**Subject:**

Resolution Recognizing Dr. Betty Hunter-Clapp on the Occasion of Her 80th Birthday

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

*JSR*

**Board Action Requested:**

Mr. Warren requests that the Board of Supervisors adopt the attached resolution recognizing Dr. Betty Hunter-Clapp on the occasion of her 80th birthday.

**Summary of Information:**

The attached resolution will recognize Dr. Betty Hunter-Clapp on the occasion of her 80th birthday.

Preparer: \_\_\_\_\_ Lisa Elko

Title: \_\_\_\_\_ Clerk to Board of Supervisors

**Attachments:**



Yes



No

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RECOGNIZING DR. BETTY-HUNTER CLAPP  
ON THE OCCASION OF HER 80<sup>TH</sup> BIRTHDAY

WHEREAS, Dr. Betty Hunter-Clapp is an outstanding citizen of Chesterfield County who has touched the lives of many residents; and

WHEREAS, as a result of her desire to ensure safe drinking water for county residents, Dr. Hunter-Clapp co-founded and is the current co-chairman of Hands-Across-the-Lake, an organization which works diligently to promote protection of the Swift Creek Reservoir; and

WHEREAS, Dr. Hunter-Clapp enjoys a positive relationship with the Board of Supervisors and county staff and has been instrumental in shaping the county's environmental ordinances and policies; and

WHEREAS, Dr. Hunter-Clapp has spent many tireless evenings at Board of Supervisors and Planning Commission meetings, patiently waiting to provide valuable input regarding environmental concerns and land use issues; and

WHEREAS, Dr. Hunter-Clapp has served on the 360 Corridor Committee and is a member of the Brandermill Community Association, where she currently serves on the Environmental Committee; and

WHEREAS, Dr. Hunter-Clapp is an active member of The Brandermill Church, having served on the Church Council and as a teacher in both Sunday School and adult education programs; and

WHEREAS, the "Caring for Creation" ministry at The Brandermill Church evolved from Dr. Hunter-Clapp's involvement with Hands-Across-the-Lake; and

WHEREAS, Dr. Hunter-Clapp is a wonderful friend to Lucy Corr Village, having served as a valuable member of the Chesterfield County Health Center Commission from July 1999 until June 2003; and

WHEREAS, as a member of the Lucy Corr Foundation Arts Committee, Dr. Hunter-Clapp provided many hours of research into the joy that visual arts brings to others and was instrumental in organizing an open house in March 2007 to thank local artists for their contributions and exhibits over the years and to unveil the rendering for a wellness garden; and

WHEREAS, Dr. Hunter-Clapp has been described as a "woman of vision" as the driving force behind acquiring grants for Lucy Corr's wellness garden; and

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WHEREAS, Dr. Hunter-Clapp will soon be celebrating her 80<sup>th</sup> birthday, an important milestone in the life of this special lady who continues to contribute significantly to the quality of life of the residents of Chesterfield County.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes the outstanding contributions of Dr. Betty Hunter-Clapp, is proud to have her as a resident of Chesterfield County, and on the occasion of her 80<sup>th</sup> birthday, extends to her congratulations and best wishes for many more years of health, happiness and fulfillment.

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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

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**Meeting Date:** June 27, 2007

**Item Number:** 8.D.2.m.

**Subject:**

Resolution Authorizing Provision of Financial Information and Execution of Closing Documents Relating to Issuance of Approximately \$85,000,000 in Revenue Bonds and Notes for the Expansion of the Riverside Regional Jail

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*JLR*

**Board Action Requested:**

Adopt the attached resolution authorizing provision of financial information and execution of closing documents relating to issuance of approximately \$85,000,000 in revenue bonds and notes for the expansion of the Riverside Regional Jail.

**Summary of Information:**

The Riverside Regional Jail is at capacity and needs to expand. On September 21, 2005, the Board amended the service agreement between the County and the Riverside Regional Jail Authority to permit the expansion process to begin. The expansion has been designed and construction bids have been solicited. The cost of the expansion is estimated to be between \$80 - \$85 million. The Authority has received approval from the State for 50% reimbursement of the construction costs for the expansion.

Preparer: James J. L. Stegmaier Title: Deputy County Administrator  
0425:75678.1 (75655.1, 75656.1)

**Attachments:**



Yes



No

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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

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This expansion will result in approximately 480 additional beds using Department of Corrections' standards for single bunking. In the event the cells are double bunked, the operational capacity will increase by approximately 700 beds.

The attached resolution would authorize the County to supply necessary financial information and to execute necessary documents for the closing of the financial transaction. The resolution also authorizes the County to execute the attached Continuing Disclosure Agreement which is required by Securities and Exchange Commission regulations. The County's only financial obligation will be to pay the per diem cost which all member jurisdictions must pay to house their inmates. The Authority does not anticipate that the debt service cost of this financing will result in an increase in the per diem rate since the number of inmates will be increased due to the expansion.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
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**Meeting Date:** June 27, 2007

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**Budget and Management Comments:**

The county has anticipated this expansion and the increases associated with increased utilization of bed space. The anticipated cost increases have been included in outyear budget projections.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF CHESTERFIELD, VIRGINIA, REGARDING BONDS  
TO BE ISSUED BY THE RIVERSIDE REGIONAL JAIL AUTHORITY**

The County of Chesterfield, Virginia (the "Locality"), is a member of the Riverside Regional Jail Authority (the "Authority"), a political subdivision duly organized and existing under Chapter 726 of the Acts of Assembly of Virginia of 1990. The Authority owns and operates regional jail facilities (the "Facility") located in the County of Prince George, Virginia.

The Authority has deemed it to be desirable to finance certain improvements to expand the Facility to accommodate more prisoners and related financing costs by the issuance of its Jail Facility Revenue Bonds, Series 2007 (the "Series 2007 Bonds") and its Jail Facility Revenue Notes, Series 2007 (the "Series 2007 Notes" and, together with the Series 2007 Bonds, the "Bonds").

Rule 15c2-12 (the "Rule"), as promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, requires the underwriters for publicly-sold obligations, such as the Bonds, to obtain written undertakings from certain obligated persons, within the meaning of the Rule, to provide certain financial data and information to certain entities from time-to-time.

The Locality, in its role as a member jurisdiction of the Authority, is an obligated person for the purposes of the Rule and, therefore, has been asked to enter into an agreement to provide the financial data and information required by the Rule. Such an agreement will be in a form similar to the draft of the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") presented to this meeting of the Board of Supervisors of the County of Chesterfield, Virginia (the "Governing Body"). Further, as a member of the Authority, the Locality will be asked to provide certain information, including its audited financial statements, to the Authority for inclusion in an offering document to be circulated to investors in connection with the offering and issuance of the Bonds (the "Preliminary Official Statement").

The Governing Body is willing to enter into the Continuing Disclosure Agreement and to provide the information for the Preliminary Official Statement.

**NOW, THEREFORE**, be it resolved by the Board of Supervisors of the County of Chesterfield, Virginia:

1. **Authorization of Continuing Disclosure Agreement.** The Continuing Disclosure Agreement, in substantially the form provided to the Governing Body, is approved. The listing of information to be provided by the Locality annually will be set forth in the Continuing Disclosure Agreement, as indicated by Section 2(a)(ii) in the form of the Continuing Disclosure Agreement provided to the Governing Body. The information to be provided pursuant to Section 2(a)(ii) will be of the same type included in the Locality's appendix attached to the Official Statement dated April 23, 2003, used in connection with the offering of the Authority's Jail Facility Revenue Bonds, Series 2003.

The Chairman and Vice Chairman of the Governing Body and the County Administrator (the "Authorized Officers"), any of whom may act, are each authorized to execute and deliver the Continuing Disclosure Agreement to the underwriters of the Bonds with such changes, insertions or omissions (including the insertion of the information required to be updated annually, as described in the prior paragraph) as may be approved by any of them, whose approval will be evidenced conclusively by the execution and delivery thereof. The Clerk of the Governing Body is further authorized to affix and attest the seal of the Locality to the Continuing Disclosure Agreement, should that be requested by another party.

2. **Authorization of Information for Preliminary Official Statement and Official Statement.** The Authorized Officers are each authorized and directed to work with the Authority to provide information with respect to the Locality, including its audited financial statements, that will be appropriate for inclusion in the Preliminary Official Statement. The information to be provided shall be of the same type included in the Locality's appendix to the Official Statement dated April 23, 2003, used in connection with the offering of the Authority's Jail Facility Revenue Bonds, Series 2003. The Authorized Officers are each authorized and directed to provide information with respect to the Locality, including its audited financial statements, for inclusion in the final Official Statement with respect to the Bonds, which information will be substantially similar to the information in its respective appendix to the Preliminary Official Statement, with revisions necessary since the date of the Preliminary Official Statement and such related matters as may be necessary or appropriate to incorporate therein. The underwriters of the Bonds are authorized to include the information provided by the Locality in accordance with this Section, including the Locality's audited financial statements, in the Preliminary Official Statement and Official Statement distributed in connection with the offering and issuance of the Bonds.

3. **Approval of Other Instruments.** The Authorized Officers are each authorized and directed to execute and deliver on behalf of the Locality, and, if requested by another party, they are authorized to affix and attest the seal of the Locality, to such other instruments, documents or certificates, and to do and perform such things and acts, as they deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Bonds or the Continuing Disclosure Agreement. All of the foregoing, previously done or performed by such officers of the Locality, are in all respects approved, ratified and confirmed.

4. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

Adopted: \_\_\_\_\_, 2007

## **CONTINUING DISCLOSURE AGREEMENT**

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by Chesterfield County, Virginia (the "Locality"), in connection with the issuance by the Riverside Regional Jail Authority (the "Authority") of its \$\_\_\_\_\_ Jail Facility Revenue Bonds, Series 2007 (the "Series 2007 Bonds") and its \$\_\_\_\_\_ Jail Facility Revenue Notes (the "Series 2007 Notes" and, together with the Series 2007 Bonds, the "Bonds"). The Locality is one of the member jurisdictions of the Authority. The Locality hereby covenants and agrees as follows:

**Section 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Locality for the benefit of the holders of the Bonds and in order to assist the underwriters initially purchasing the Bonds (the "Underwriters") in complying with the provisions of Section (b)(5)(i) of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time, by providing certain annual financial information (the "Continuing Disclosure").

**Section 2. Annual Disclosure.**

(a) The Locality shall provide, or cause to be provided through a dissemination agent appointed by the Locality (the "Dissemination Agent"), annually certain financial information and operating data in accordance with the provisions of Section (b)(5)(i) of the Rule, as follows:

- (i) Audited financial statements of the Locality, prepared in accordance with generally accepted accounting principles (GAAP); and
- (ii) The operating data with respect to the Locality set forth in Appendix \_\_\_ of the Authority's Official Statement for the Bonds dated \_\_\_\_\_, 2007, in the section entitled "Tax Base Data."

If the financial statements filed pursuant to subsection (a)(i) above are not audited, the Locality shall file such statements as audited when available.

(b) The Locality shall provide, or cause to be provided through a Dissemination Agent, annually the financial information and operating data described in subsection (a) above (the "Annual Disclosure") by April 1 of each year, reflecting the financial information and operating data for the Locality as of the end of the Locality's preceding fiscal year. The first such report shall be due by April 1, 2008, for the fiscal year ending June 30, 2007. Each such report shall be provided to each nationally recognized municipal securities information repository ("NRMSIR") and to the appropriate state information depository, if any then exists ("SID").

(c) Any portion of the Annual Disclosure may be included by specific reference to other documents previously provided to each NRMSIR and to the SID or filed with the SEC; *provided*, that any final official statement incorporated by reference must be available from the Municipal Securities Rulemaking Board (the "MSRB").

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(d) The Locality shall provide, or cause to be provided through a Dissemination Agent, in a timely manner to each NRMSIR or the MSRB and to the SID notice specifying any failure of the Locality to provide the Annual Disclosure by the date specified.

**Section 3. Termination.** The covenants and obligations of the Locality specified in Section 2 will terminate upon the redemption, defeasance (within the meaning of the Rule) or payment in full of all the Bonds.

**Section 4. Amendment.** The Locality reserves the right to modify its obligations contained in Section 2 without the consent of bondholders; *provided*, that such modification complies with the Rule as it exists at the time of modification. The Locality shall within a reasonable time thereafter send to each NRMSIR and the SID a description of such modification(s).

**Section 5. Defaults.**

(a) If the Locality fails to comply with any covenant or obligation regarding Continuing Disclosure specified in this Disclosure Agreement, the Authority and any holder (within the meaning of the Rule) of Bonds then outstanding may, by notice to the Locality, proceed to protect and enforce its rights and the rights of the holders by an action for specific performance of the Locality's covenant to provide the Continuing Disclosure.

(b) Notwithstanding anything herein to the contrary, any failure of the Locality to comply with any obligation regarding Continuing Disclosure specified in this Disclosure Agreement (i) shall not be deemed to constitute an event of default under the Bonds or the documents providing for the issuance of the Bonds and (ii) shall not give rise to any right or remedy other than that described in Section 5(a) above.

**Section 6. Additional Disclosure.** The Locality may from time to time disclose certain information and data in addition to the Continuing Disclosure. Notwithstanding anything herein to the contrary, the Locality shall not incur any obligation to continue to provide, or to update, such additional information or data.

**Section 7. Beneficiaries.** This Agreement shall inure solely to the benefit of the Locality, the Authority, the Underwriters and the holders from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 8. Governing Law.** This Disclosure Agreement will be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

Dated: \_\_\_\_\_, 2007.

**Chesterfield County, Virginia**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

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**Meeting Date:** June 27, 2007

**Item Number:** 10.B.

**Subject:**

Closed Session

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

**Board Action Requested:**

**Summary of Information:**

The Board has requested a closed session, pursuant to § 2.2-3711(A)(1), Code of Virginia, 1950, as amended, to discuss prospective candidates for appointment to the position of County Administrator and to interview applicants for appointment to the position of County Administrator.

The Board will be adjourning to an undisclosed location for the purpose of interviewing candidates for the position of chief administrative officer during the next 15 days.

There will also be a Closed session pursuant to § 2.2-3711(A)(7), Code of Virginia, 1950, as amended, for consultation with legal counsel regarding a specific legal matter requiring the provision of legal advice relating to a lawsuit affecting the acquisition of a leasehold interest in Cloverleaf Mall.

**Preparer:** Steven L. Micas

**Title:** County Attorney  
0800:75621.1

**Attachments:**

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Yes

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No

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